

Holland Hahn & Wills

Client Agreement

1. Introduction

We believe that treating clients fairly is paramount in all aspects of our business.

These terms of business (**Agreement**) represent the agreement made between you and Holland Hahn & Wills who will provide financial planning and investment management services to you. Please read these terms of business carefully. All work carried out is subject to these terms except where changes are expressly agreed in writing by both parties or where we have the right to amend these terms by giving notice to you. All execution of business will take place at the firm's registered address in Hampton Wick and all communications will be in English.

1.1 Interpretation

In this agreement the expressions '**we**', '**us**' and '**our**' refer to Holland Hahn & Wills and the expressions '**you**' and '**your**' refer to you, the client.

FSA means the Financial Services Authority.

FOS means Financial Ombudsman Service.

1.2 Commencement

This Agreement will come into force when signed by you and us.

2. Authorised Status

Holland Hahn & Wills is authorised and regulated by the FSA and is bound by the FSA's rules. Holland Hahn & Wills is entered on the FSA register, registration number 153174.

Holland Hahn & Wills is authorised to advise on and arrange Life Assurance, ISAs, Pensions (including transfers and opt-outs), Investment Trusts, Mortgages, regulated and unregulated Collective Investment Schemes and other regulated and unregulated schemes. .

Holland Hahn & Wills is an independent adviser and will act on your behalf in advising you on products from the whole market.

3. Client Classification

Unless we notify you otherwise, you will be classed as a "Retail Client" which means that, provided you fall within one of the categories listed below, you will receive protection under the rules of the FSA and be eligible to refer complaints to the FOS.

A person eligible to make a complaint to the FOS is a Retail Client who is:

(a) a private individual; or

(b) a business, which has a group annual turnover of less than £1 million at the time the complainant refers the complaint to the firm; or

Partners

Simon Ainley FPFS CFP CertIM
Chartered Financial Planner

Jason Lurie APFS CFP
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Financial Services Authority

- Independent Wealth Management
- Chartered Financial Planners

(c) a charity which has an annual income of less than £1 million at the time the complainant refers the complaint to the firm; or

(d) a trustee of a trust which has a net asset value of less than £1 million at the time the complainant refers the complaint to the firm.

The following are not eligible complainants and will not have the right to complain to the FOS:

(e) an individual, business, charity or trustee (of a trust which is not a pension scheme trust), who was classified as a professional client or eligible counterparty by us at the time of the act or omission, and in respect of the activity, which is the subject of the complaint ; and

(f) any client classified as a “Retail Client” by us, but who falls outside categories (a)–(d) above- for example, a business with a group annual turnover of more than £1 million.

4. Our Services

We offer a range of fee only financial services depending on your needs and requirements. Our services are split into four main categories:

4.1 Project Fees & Hourly Rates

Occasional 'one off advice' for clients who do not want an ongoing Financial Planning service but would like the benefits of advice from a Chartered Financial Planner. Fees can be set before work commences or on an hourly rate.

4.2 Financial Planning

For those clients in the 'accumulation phase' of their lives who would benefit from the services of a Chartered Financial Planner and a lifetime financial plan. This ongoing service is designed to help you achieve your medium to long term goals and aspirations; including an annual review meeting to constantly evaluate your changing financial position.

4.3 Asset Management

For those clients looking for a long term service to help them invest new monies and manage their existing portfolios we offer a tiered fee structure based on the assets held under management . This service incorporates an annual review meeting.

4.4 Private Client

An ongoing service aimed towards clients with £500,000 or more of investable assets. Our Private clients enjoy all the benefits of both our Financial Planning and Asset Management services. In addition, our Private Clients can expect two meetings per year incorporating review of portfolio performance and updating of financial plan.

5. Changes in Circumstances

In order to advise you properly, you must tell us immediately of any change in your personal and financial circumstances. If you fail to do so our advice may not be consistent with your new position.

6. Our Charges

We will provide you with a written proposal, detailing work to be done, timescales and charges. We ask for this to be agreed by you, in writing before we commence work. Our standard fee structure is:

6.1 Hourly Rate

Partner £150-200 per hour
Financial adviser £150-200 per hour
Administration £ 45 per hour

6.2 Fixed fee for one-off advice

We will provide you with an estimate of how much in total we expect to charge based upon our standard hourly rates. We will not to exceed our estimated amount without checking with you first.

6.3 Percentage of funds under management for strategy and implementation

Between 1% and 3% of sum invested

6.4 Percentage of funds under management for ongoing management and advice

Between 0.5% and 1% pa

As our client you are responsible for the payment of our invoices. This remains the case regardless of whether you arrange another party to pay our fees. We do not accept cash payment.

7. Records

In advising, arranging and managing your portfolio it will be necessary for us to create records about your personal circumstances and investments. These records will be maintained and kept by us for as long as required by FSA rules. You are entitled to view the records we hold about you at any time. We reserve the right to charge a small administration fee should you wish to view the records we keep about you. Please refer to the Data Protection section below.

8. Communicating with you

All execution of business will take place at our registered address.

Where appropriate, we use non-encrypted email for communicating with you, unless you tell us not to do so. You should be aware that email and other modes of electronic and/or internet communication are not secure or error free methods of communication, and information sent in this way can be intercepted, lost, destroyed, arrive late or be incomplete. Similarly, communications on a mobile phone are not secure and can be intercepted. If you do not want us to communicate with you by email or by mobile phone, please let us know.

We will take all reasonable care to ensure that confidentiality is maintained in all communications with you and will take all reasonable precautions to check for common viruses before sending information electronically. By instructing us to act, you agree that we will not be liable to you for any loss or damage which you may suffer or incur as a result of our proper use of such communication channels.

We monitor emails to investigate or detect unauthorised use of our email system, or for any other purpose permitted by law. As a result, we may collect personal data about the people sending and/or receiving the email, or which is contained in the email.

9. Conflicts of interest

We offer independent advice but occasions can arise where we, or one of our customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflict with your interests, we will inform you in writing and obtain your consent before we carry out your instructions.

10. Your understanding of risk

Before we can make any recommendations about your portfolio it is important that you fully understand the concept of investment risk and that we agree with you the level and type of risk that you are prepared to take.

We may also give you specific written warnings about particular types of investment that we may purchase on your behalf. However you should always bear in mind that stock market investments are medium to long term investments. Past performance is not a guide to future performance and the value of investments, and any income from them, can fall as well as rise. Consequently, upon realising any investment you may get back less than your original investment.

11. Passive Fund Strategy & Philosophy

Holland Hahn & Wills believes that investment decisions should be made on the basis of probability of success, given the evidence available. It therefore believes in setting an appropriate asset allocation for a client, holding it over time, rebalancing regularly and ensuring that the clients' emotions do not precipitate wealth destroying 'buy high, sell low' behaviour. Holland Hahn & Wills believes that the highest chance of a successful outcome lies in passive (index) investing over active management both by itself and others; by doing so, it significantly improves the predictability of portfolio characteristics over time for its clients.

12. Complaints

If you have any complaint about the service you receive please write to the Compliance Officer, Holland Hahn & Wills at 2 High Street, Hampton Wick, Kingston upon Thames, Surrey, KT1 4DB. If you feel that your complaint is not handled to your satisfaction you may subsequently complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, Tel: 0207 676 1000.

13. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Any investments in overseas vehicles may not be protected under FSCS, but may be covered under the host countries protection schemes. We will advise you of any changes in your protection.

14. Termination

You or we may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing. The termination will not affect the completion of any transaction already initiated by us.

If you choose to terminate this Agreement before we have completed a particular aspect of work for you we shall be entitled to charge you for work already undertaken, together with a proportioned element of the management fee.

15. Notice

Any notice given under these terms of business must be in writing addressed to Holland Hahn & Wills 2 High Street, Hampton Wick, Kingston upon Thames, Surrey, KT1 4DB or any other address as may at the relevant time have been notified to you as the correct address for service of documents. Any notice must be given by hand or sent by first class post (airmail if overseas) or recorded delivery post. E-mail is not effective notice.

16. Liability

We are responsible for all investment advice given to you when providing our services. We shall not be responsible for any loss caused from market conditions or market fluctuations or any other cause unless such loss is caused by our negligence, fraud, wilful default or breach of FSA rules.

17. Indemnity

You agree to indemnify us against any loss we incur from your breach of the terms of this agreement or your failure to pay our fees on time. Nothing in this Agreement is intended to exclude any liability we may have to you for breaching FSA Rules.

18. Data protection

Information about you and your investments (**personal data**) you provide to us is subject to the Data Protection Act 1998 (**Act**). By signing this Agreement you consent to us or any company associated with us to process, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management of your investments.

We may also process information about other individuals (e.g. your spouse) which you provide to us. In providing such information on other individuals you agree that you have obtained those individuals' consent to our processing information about them for the purposes of this Agreement.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with us, product providers, the FSA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data both inside and outside the European Economic Area.

We may also contact you (including by telephone) with details of products, promotions, services or for related marketing purposes in which we think you may be interested.

If you are happy for us to contact you for marketing purposes by e-mail, telephone, or post, please tick here

Your personal data may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the commission or alleged commission of any offence by you; any proceedings for an offence committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions, religious or similar beliefs, sexual life; or your membership of a Trade Union.

If you do not consent to us processing any such sensitive data please tick this box

If at any time you wish us or to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact the Compliance Officer, Christopher Hirsch by telephone or in writing at Holland Hahn & Wills at 2 High Street, Hampton Wick, Kingston upon Thames, Surrey, KT1 4DB

You may be assured that we will treat all personal data and sensitive personal data as confidential and will not process it other than for legitimate purposes. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

You are entitled to have access to your personal data and sensitive personal data held by us. You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

19. Money Laundering

In order to comply with the UK legislation on money laundering and the proceeds of crime we are required to verify your identity before we can act for you. We will therefore need you to provide evidence of your identity before we carry out any services for you.

20. Client Money

We are not authorised to control client money and will do so when managing your investment portfolio. We are not authorised to hold client money. This means we will not accept any money or cheques unless it is a cheque in settlement of an invoice for charges or disbursements.

21. Variation

We may alter, amend or vary any term of this Agreement. You will be notified of any change in writing and no such changes will be made until 10 business days have elapsed since service of such a notice on you.

22. Force Majeure

We are not liable to you for any failure or delay in performance of our obligations under this agreement which is beyond our reasonable control including any act of God, fire, act of Government or state war, civil commotion, act of terrorism, embargo, inability to communicate with market makers for whatever reason, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining energy or other supplies, labour disputes, late or mistaken delivery or payment by bank or counterparty or any other reason beyond our control.

23. Contracts (Rights of Third Parties) Act 1999

This agreement is between you and us. It is not intended that any other person should acquire rights under this agreement and any rights granted by the Contracts (Rights of Third Parties) Act 1999 are excluded. This agreement and your rights and obligations under it may not be assigned or transferred by you without our written consent.

24. Entire Agreement

This Agreement and any documents referred to in it sets out the entire agreement between you and us and supersedes any previous agreements between you and us relating to the subject matter of this Agreement.

You acknowledge that in entering into this Agreement, you have not relied on any representation, warranty, agreement or statement not set out in this Agreement and that (in the absence of fraud) you will not have any right or remedy against us arising out of any such representation, warranty, agreement or statement.

25. Waiver

Any waiver by us of any breach of this Agreement by you or delay in enforcing this Agreement will not prevent us from subsequently taking action against you for that or other breaches by you.

26. Severance

If any provision of these terms of business is held to be illegal, void or unenforceable, the legality, validity and enforceability of the remainder of this agreement is not to be affected.

27. Governing law

This agreement shall be governed and construed in accordance with English law. English courts shall have exclusive jurisdiction to settle any dispute arising from this agreement. You and we irrevocably agree to submit to such jurisdiction and irrevocably waive any objection to any such action or proceeding being brought in those courts. The language of this agreement is English and we will communicate with you in English.

28. Your Instructions

We may accept instructions from you by telephone, in writing, in person or by email. We do, however, reserve the right to request that you confirm any instructions in writing, in any form we specify, either before or after we act upon your instructions. Where we enter into this Agreement with two or more individuals jointly, we will accept instructions from any one of those individuals on behalf of all the individuals, unless agreed otherwise with you in writing. All such individuals will be jointly and severally responsible to us for any amounts owing to us under this Agreement.

29. Cancellation

If any of the products or investments we recommend you take out has a right of cancellation, we will inform you of those rights as and when appropriate. You should be aware that most of the investments you may take out will have no such rights.

30. Realising your assets

If you have any outstanding liability to us under this Agreement, including but not limited to outstanding fees or charges, we reserve the right to sell or realise any investment held in your portfolio in order to meet that liability. For a short period if we exercise this right it may mean that your portfolio is not consistent with your attitude to risk and investment objectives.

- Independent Wealth Management
- Chartered Financial Planners

31. Acceptance by you

Please ensure that you read the terms and conditions set out in this agreement before signing it. By signing this agreement we will take this as your confirmation that you understand the terms of this agreement and have had the opportunity to raise any queries about the terms with us before you sign. You also accept that the agreement will come into force upon my acceptance.

Client Signature1: Date:

Print Name:

Client Signature 2: Date:

Print Name:

This information is available in large print, Braille and audio format upon request